

CITY OF RIVERSIDE
BID PACKET INSTRUCTIONS
FOR SALE OF MT. RUBIDOUX CROSS PROPERTY

Instructions:

1. The bid packet for the sale of the Mt. Rubidoux cross property ("Property") may be requested from the City Clerk's Office, 3900 Main Street, 7th Floor, Riverside, California 92522, beginning February 13, 2013, and will also be available on the City website at <http://www.riversideca.gov/>.
2. The public Auction shall take place on April 11, 2013 at 10:00 a.m. at the platform outside City Hall, 3900 Main Street, Riverside, California 92522.
3. Interested bidders shall submit to the City Clerk's Office a completed Auction Registration form and a cashier's check or money order made payable to the City of Riverside for a deposit of ten thousand dollars (\$10,000) to bid on the Property no later than 3:00 p.m. on April 10, 2013, the day prior to the scheduled Auction; no postmarks accepted. Only those bidders who have made the \$10,000 deposit may bid at the Auction.
4. A site visit will be conducted on March 13, 2013, at 9:00 a.m. All persons desiring to visit the site shall meet at the steps below the cross. While not mandatory, it is strongly suggested that all persons interested in the site visit register so in case of inclement weather, they can be notified. Please register by March 11, 2013, by contacting Sheryn Smay, Real Property Services, at (951) 826-5343 or ssmay@riversideca.gov. You do not need to attend the site visit to bid at the Auction.
5. The procedures for the Auction will be conducted pursuant to the Auction Procedures attached and will be conducted by Abamex Auction Co.
6. The highest bidder at the Auction shall be awarded the Property by the Auctioneer.
7. The highest bidder shall execute the Purchase and Sale Agreement with the City and all other necessary documents to effectuate transfer of the Property.

Documents attached:

1. Quitclaim Deed with Restrictions and Reservation of Easements and legal description, which is subject to minor modifications
2. Preliminary Title Report
3. Auction Procedures
4. Auction Registration Form
5. Purchase and Sale Agreement
6. Notice Inviting Bids

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
Of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Mt. Rubidoux Cross

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**QUITCLAIM DEED WITH RESTRICTIONS AND
RESERVATION OF EASEMENTS**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City" or "Grantor"), does hereby RELEASES, REMISES AND QUITCLAIMS to _____ ("Grantee") any and all right, title and interest City may have in and to the real property located in the City, at Mt. Rubidoux, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Property");

TOGETHER WITH a non-exclusive easement for access purposes to and from the Property, through any of the Mt. Rubidoux entrances and roads, as described in Exhibit "A" ("Access Easement"). The Access Easement may be used only for pedestrian access and vehicular access to the Property and for no other purpose. Grantee shall have no right to alter or improve the Access Easement without the prior written approval of Grantor, which may be given or withheld in Grantor's sole discretion.

SUBJECT TO the following easements, covenants, conditions, restrictions and agreements set forth below:

PART I

FROM THE PROPERTY CONVEYED HEREUNDER THERE IS EXCEPTED AND RESERVED the following permanent easement:

An access easement in perpetuity for the use and benefit of the general public and City for free and unrestricted access through, over and across the entire Property to the adjoining City owned real property commonly referred to as Mt. Rubidoux excluding the Property (the "City Property" or "Mt. Rubidoux").

PART II

THIS QUITCLAIM DEED IS MADE UPON AND ACCEPTED SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS:

A. As a material part of the consideration for the sale of the Property and pursuant to the laws of the State of California (including, without limitation, Section 1460 et seq. of the Civil Code), Grantee, on behalf of itself and its successors and assigns, its and their tenants and licensees, and all persons claiming by and through them, agrees and covenants with City, its successors and assigns, and for the benefit of the City Property that (i) the use of the Property shall be restricted in perpetuity solely to open space use in its natural, scenic condition, and for no other use, (ii) from and after the date hereof, no buildings, improvements or other structures that serve any commercial, industrial or residential purpose may be constructed on the Property, or any portion thereof, as more specifically provided below, (iii) the general public will have free and unrestricted access through, over and across the entire Property, (iv) Grantee will maintain the Property in a safe manner consistent with the uses and restrictions set forth herein.

B. The following uses and conditions though not an exhaustive recital of inconsistent uses and conditions, are inconsistent with the purposes of the covenants set forth above and shall be prohibited upon or within all or any portion of the Property:

1. The change, disturbance, alteration, or impairment of the wildlife habitat or other natural, ecological, wildlife, scenic and open space features and values within and upon the Property, except as may occur due to natural disaster or as otherwise required in connection with reasonable health and safety concerns.

2. Any residential, commercial or industrial uses or activities of any kind or nature whatsoever within, upon or from the Property.

3. The construction or placement within or upon the Property, except as required in connection with reasonable health and safety concerns, of (i) any structure or facility that serves any commercial, industrial or residential purpose whatsoever, whether in whole or in part, directly or indirectly, and whether any such structure or facility is temporary or permanent in nature, including without limitation any transmitting facility; (ii) billboards, signs or advertising of any kind or nature whatsoever; (iii) fences or other barriers of any kind or nature whatsoever; or (iv) any structure or facility within or upon the Property that in any way impairs the natural, scenic and open space condition of the Property.

4. The filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploration for or extraction of oil, gas, hydrocarbons, minerals, soils, sand, gravel, rock or other materials from or upon the Property.

5. The dumping or other disposal or storage of refuse, trash or other material, or of any hazardous or toxic waste, material, discharge or contamination, upon or about the Property.

6. Hunting or trapping of any animals within or about the Property, except as reasonably necessary for health and safety.

7. Any limitation or restriction on the general public's or City's easement for free and unrestricted access through, over and across the entire Property.

8. Should the Cross currently on the Property remain there, it shall not be illuminated nor in any way lit through any source of artificial illumination, direct or indirect.

C. No City, state, federal or any other government funds may be used in connection with the Property so long as the Cross remains on the Property, including without limitation, funds for the purchase or maintenance of the Property.

D. Grantee, on behalf of itself and its successors and assigns, its and their licensees and invitees, and all persons claiming by and through them, further covenants with City, its successors and assigns, and for the benefit of the City Property, that Grantee shall at all times keep the Property free from any and all nuisances, and shall promptly remove any graffiti.

E. Grantee, on behalf of itself and its successors and assigns, its and their licensees and invitees, and all persons claiming by and through them, further covenants with City, its successors and assigns, and for the benefit of the City Property, that Grantee shall protect the natural, scenic and open-space condition of the Property and City Property. Without limiting the foregoing, Grantee shall not engage in or permit any activity or use on the Property by any other person or entity that would be injurious or detrimental to the public access to the Property, the natural, scenic and open-space condition of the Property and City Property, would create a public or private nuisance on the Property, or would violate any of the foregoing easement, covenants, conditioning or restrictions.

F. Grantee acknowledges that in connection with and as part of the conveyance of the Property, the City will be erecting signs on the City property to clearly demark and distinguish the City property from the Property conveyed herein as separate from the City property. To further accomplish this demarcation, Grantee shall allow City to post signs on the Property and elsewhere, to clearly demark and distinguish the Property conveyed herein as private property.

G. The purposes of the easements, restrictions and covenants set forth in Part I and Part II hereof are to assure that the Property will be retained forever in its natural, scenic and open-space condition, to protect the natural, scenic and open-space condition of the Property including the adjoining City Property and the other conservation values of the Property, and to prevent any use of the Property that will impair or interfere with those values. Except as limited by the terms hereof, Grantee shall have the right to exercise or enjoy any and all rights as owner of the Property that are not inconsistent with the purposes of the restrictions contained herein.

H. Grantee may, in its discretion, take reasonable steps to maintain, remove, repair, or replace the existing Cross, so long as neither the size nor the visibility of the Cross is increased in any manner.

PART III

A. City and Grantee intend that the benefits and burdens of all of the covenants, agreements, conditions and restrictions in Parts I and II of this Deed shall run with the land in perpetuity and that all of the benefits and burdens of all Parts of this Deed shall be binding upon and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns. This Deed's covenants, agreements, conditions, and restrictions in Parts I and II are for the benefit of the City Property. No failure by City to insist upon the strict performance of any obligation of Grantee hereunder or to exercise any right, power or remedy arising out of a violation of any restrictions herein, irrespective of the length of time for which such violation continues, shall constitute a waiver of such violation or of City's right to demand strict compliance with such restriction. If any restriction or other provision contained in this Deed or the application thereof to any circumstance is at any time in the future held by a court of competent jurisdiction to be invalid, unenforceable or void to any extent, then the remainder of this Deed or the application of such restriction or other provision to such Circumstance, other than the circumstance as to which it is determined invalid, unenforceable or void, shall not be affected, and each other restriction and provision of this Deed shall be valid and enforced to the fullest extent permitted by law. Grantee acknowledges that City would not have sold the Property unless the Property were burdened by the covenants, agreements, conditions and restrictions contained herein.

B. City recognizes that the public generally are interested parties in this Property transfer. Accordingly, any violation of any the covenants, agreements, conditions, and restrictions contained herein would significantly affect the interests of said interested parties. Therefore, any of these interested parties shall have the full and equal right to enforce the covenants, agreements, conditions, and restrictions contained herein. Enforcement may be by court action, upon giving 30-days written notice to the City of Riverside to allow City to seek a remedy of any alleged violation or bring a court action to remedy any alleged violation.

C. The provisions contained in this deed shall constitute a continuing obligation of any future owner of the property, and shall constitute a covenant running with the land. Any transfer of the Property shall include provisions binding future owners to abide by the covenants, conditions, and restrictions contained herein.

Dated: _____, 2013

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
Scott C. Barber
City Manager

Attest:

By: _____
Colleen J. Nicol
City Clerk

Approved as to form:

By: _____
Kristi J. Smith
Supervising Deputy City Attorney

GENERAL ACKNOWLEDGEMENT

State of California

ss

County of _____

On _____, before me _____
(date) (name)

a Notary Public in and for said State, personally appeared

Name(s) of Signer(s)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

() Attorney-in-fact
() Corporate Officer(s)

Title _____

Title _____

() Guardian/Conservator
() Individual(s)
() Trustee(s)

() Other

() Partner(s)
() General
() Limited

The party(ies) executing this
document is/are representing:

GENERAL ACKNOWLEDGEMENT

State of California

ss

County of _____

On _____, before me _____
(date) (name)

a Notary Public in and for said State, personally appeared

Name(s) of Signer(s)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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() Corporate Officer(s)

Title _____

Title _____

- () Guardian/Conservator
() Individual(s)
() Trustee(s)

- () Other

- () Partner(s)
() General
() Limited

The party(ies) executing this document is/are representing:

EXHIBIT A

Mt Rubidoux

THAT CERTAIN REAL PROPERTY INTEREST IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 314 AS SHOWN ON MAP OF LOT 314 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY ON FILE IN MAP BOOK 5, PAGE 142 THEREOF, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF THIRTEENTH STREET AND REDWOOD AVENUE;

THENCE SOUTH 29°40'03" WEST, ALONG THE CENTERLINE OF REDWOOD AVENUE A DISTANCE OF 397.39 FEET TO THE CENTERLINE INTERSECTION OF FOURTEENTH STREET;

THENCE NORTH 47°41'16" WEST, A DISTANCE OF 1827.29 FEET TO A CHISLED "X" IN A STEEL RAIL SOUTHEAST OF A STONE WALL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 50°05'54" WEST, A DISTANCE OF 133.19 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER NORTH OF A STONE WALL;

THENCE SOUTH 64°37'10" WEST, A DISTANCE OF 17.02 FEET TO A THE TOP OF A 2" IRON PIPE LYING HORIZONTAL IN THE NORTHWEST FACE OF A STONE WALL;

THENCE SOUTH 11°53'32" WEST, A DISTANCE OF 161.57 FEET TO A BOLT IN A DRILL HOLE IN A LARGE BOULDER;

THENCE SOUTH 36°49'59" EAST, A DISTANCE OF 80.02 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER;

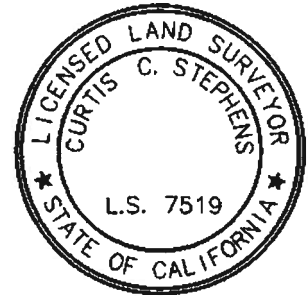
THENCE NORTH 35°32'30" EAST, A DISTANCE OF 176.99 FEET TO THE TRUE POINT OF BEGINNING.

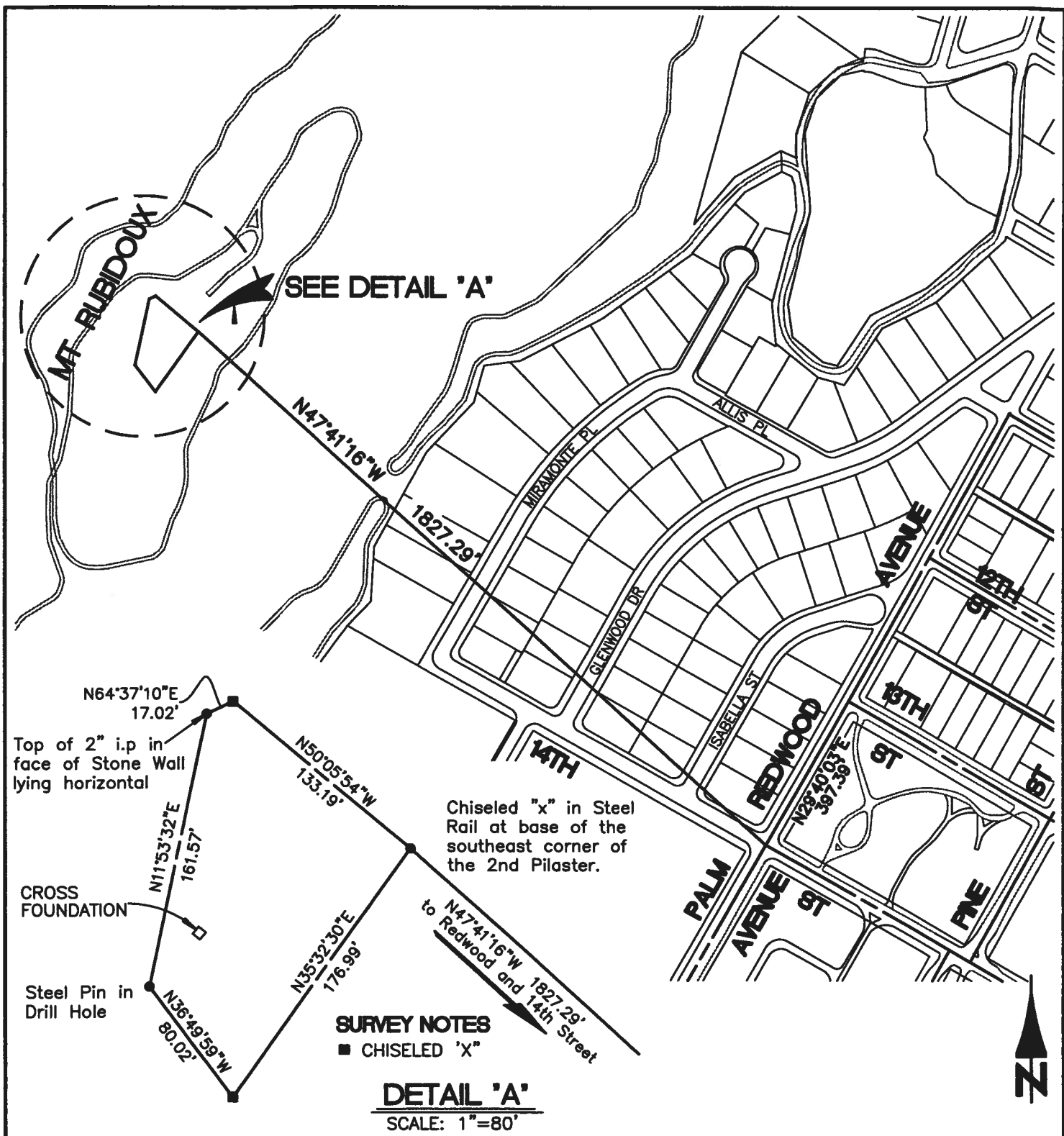
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS THOSE ROADWAYS AS CURRENTLY CONSTRUCTED LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL A AS CONVEYED TO THE CITY OF RIVERSIDE AND RECORDED IN BOOK 1837 PAGE 112, OFFICIAL RECORDS OF RIVERSIDE COUNTY; EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DOCUMENT RECORDED JUNE 29, 1954 AS INSTRUMENT 31420 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. VEHICULAR INGRESS AND EGRESS SHALL BE COORDINATED WITH THE PARKS,

RECREATION AND COMMUNITY SERVICES DEPARTMENT OF THE CITY OF
RIVERSIDE.

This description was prepared by me or under my direction in
conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/12/13 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

NOT TO SCALE

DRAWN BY: CS

DATE: 3/11/2013

SUBJECT: MT RUBIDOUX

stewart title®

Norm Burdick
Stewart Title of California, Inc.
7065 Indiana Avenue, Suite 100
Riverside, CA 92506
Phone: (951) 276-2700
Fax:
nburdick@stewart.com

PRELIMINARY REPORT

Order No. : 01180-24635
Title Unit No. : 7436
Your File No. : 187-020-004
Buyer/Borrower Name :
Seller Name : City Of Riverside

Property Address: Apn 187-020-004, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of January 23, 2013 at 7:30 a.m.

Norm Burdick, Title Officer

When replying, please contact: Norm Burdick, Title Officer

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- ☒ CLTA Standard Coverage Policy
- ☐ CLTA/ALTA Homeowners Policy
- ☐ 2006 ALTA Owner's Policy
- ☐ 2006 ALTA Loan Policy
- ☐ ALTA Short Form Residential Loan Policy
- ☐

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

City of Riverside, a municipal corporation

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside and described as follows:

Parcel 1:

Beginning at the westerly corner of Lot 26 of Mount Rubidoux Park Unit #4, as shown by map on file in Book 28 Page(s) 38, of Maps, of Official Records of Riverside County, California;

Thence south 35°43'30" west, 147.85 feet;

Thence south 44°23'30" west, 192.18 feet;

Thence south 31°03'30" west, 57.95 feet;

Thence south 11°06'30" east, 39.25 feet;

Thence south 28°25' east, 63.00 feet;

Thence south 11°09' east, 107.38 feet;

Thence south 57°57' east, 93.41 feet;

Thence south 19°02' east, 47.03 feet;

Thence south 03°22' west, 49.43 feet;

Thence 60°55' east, 30.28 feet;

Thence southwesterly on a curve concave to the Northwest having a radius of 350 feet, an arc distance of 51.46 feet through an angle of 08°25'25";

Thence southwesterly on a curve concave to the Northwest having a radius of 1050 feet, an arc distance of 484.85 feet through an angle of 26°27'25";

Thence north 61°28' west, 175 feet;

Thence south 51°47' west, 137.20 feet;

Thence south 61°28' east 172.89 feet;

Thence southwesterly on a curve concave to the Northwest having a radius of 1050 feet, through an angle of 01°18'57", an arc length of 24.11 feet. The initial radial line bears north 33°38'27" west;

Thence south 32°19'30" east, a distance of 60 feet;

Thence south 77°15' west, 697.50 feet;

Thence north 60°25' west, 150 feet;

Thence north 29°10' west, 236 feet;

Thence north 03°26' west, 428.65 feet;

Thence north 03°34' east, 759.95 feet;

Thence north 16°26'30" west, 360.49 feet;

Thence north 21°39'30" east, 649.30 feet;

Thence north 36°47'30" east, 275.39 feet;

Thence north 45°10' east, 132.21 feet;

Thence north 47°12'30" east, 489.06 feet;

Thence north 46°30'30" east, 244.20 feet;

Thence north 39°53'30" east, 377.28 feet;

Thence north 37°56'30" east, 244.37 feet;

Thence north 65°00' east, 338.08 feet;

Thence south 89°31' east, 301.40 feet;

Thence south 37°43' east, 448.27 feet;

Thence north 81°28' east, 132.81 feet;

Thence north 73°04'30" east, 138 feet;

Thence south 41°53'30" east, 223.16 feet;

Thence south 46°52'30" east, 67 feet;

Thence south 00°42' west, 88.20 feet;

Thence south 17°52'30" west, 92.21 feet;

Thence south 03°25' east, 95.08 feet;

Thence south 88°50' west, 100 feet;

Thence south 34°31'10" west, 138.93 feet;

Thence south 42°39'50" west, 241.32 feet;

Thence south 16°15' west, 478.30 feet;

Thence south 39°48' west, 5.48 feet;
Thence south 60°55' east, 20.36 feet;
Thence south 53°41' west, 269.11 feet;
Thence south 61°58' west, 218.81 feet;
Thence south 81°47' west, 86.45 feet;
Thence south 1°456' west, 91.60 feet;
Thence south 41°57' west, 164.75 feet;
Thence south 28°00' west, 257.69 feet;
Thence south 02°50' west, 130.20 feet;
Thence south 42°45' west, a distance of 801.52 feet, more or less to the Point of Beginning.

Parcel 2:

That certain roadway approaching Parcel 1, more particularly described as follows:

Beginning at the most westerly corner of Lot 12, as shown on a map of Mt. Rubidoux Park No. 4, on file in Map Book 28 Page 38, Records of Riverside County, California, described as follows:

Thence north 60°55' west, a distance of 20.36 feet;
Thence north 39°48' east, a distance of 5.48 feet;
Thence north 10°15' east, a distance of 50.06 feet;
Thence north 39°48' east, a distance of 151.21 feet;
Thence north 60°05'30" east, a distance of 127.53 feet;
Thence south 02°50'45" east, a distance of 44.92 feet;
Thence south 60°05'30" west, a distance of 99.93 feet;
Thence south 39°48' west, a distance of 191.63 feet to the Point of Beginning;

Excepting therefrom all minerals of every kind and nature, mineral deposits, oil, gas and other hydrocarbon substances, together with the right to extract and appropriate the same, as reserved by Frank A. Miller Inc., a corporation, by deed recorded July 1, 1955 in Book 1760, Page(s) 208 and re-recorded December 22, 1955 in Book 1837, Page(s) 112 of Official Records.

APN: 187-020-004

(End of Legal Description)

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2013 – 2014.
- B. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 187-020-004.
- C. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
- 3. A right of way reserved to the Riverside Water Company and its assigns for the construction and maintenance of all necessary water ditches, pipes, flumes and apparatus for the purposes of irrigation and domestic use.
- 4. a right of way over said land for construction and maintenance of all necessary water ditches, pipes or flumes for irrigation and domestic purposes, as granted to Riverside Canal Company and Riverside Water Company, their successors or assigns, in deeds recorded April 26, 1882, in Book 28, Page(s) 635 and August 14, 1885 in Book 42, Page(s) 294 and 296, respectively, of Deeds, Records of San Bernardino County, California.
- 5. The effect of the following: An Agreement by and between Riverside Water Company and the City of Riverside, recorded October 26, 1912 in Book 364, Page(s) 50 of Deeds and recorded March 4, 1913 in Book 370, Page(s) 233 of Deeds, records of said County.
- 6. An easement for public utilities and rights incidental thereto in favor of City of Riverside as set forth in a document recorded September 29, 1950 in Book 1206, Page(s) 83 of Official Records, affects said land.
- 7. Covenants, Conditions, and Restrictions as set forth in an instrument, but omitting, except to the extent permitted by any applicable federal or state law, covenants or restrictions, if any, based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis.
Recorded : July 1, 1955 in Book 1760, Page(s) 20 of Official Records

Said document was re-recorded December 12, 1955 in Book 1837, Page(s) 112 of Official

Records.

Among other things, said document provides for the grant of Parcel 1 is conditioned that said parcel shall be forever used and maintained as a public monument, and is subject to the following restrictions, conditions and provisions:

- a. Said property shall be forever used and maintained as a public monument, and shall be designated under a name including "Mt. Rubidoux" and "Frank A. Miller".
- b. No commercial structures shall be built thereon, nor shall any commercial operation or venture be conducted therefrom.
- c. Easter Sunrise Services, as established by the late Frank A. Miller, shall not be prohibited.
- d. Use of the mountain top by special groups, to the extent used at the time of the grant, shall not be prohibited, but use of said mountain top by or for special groups shall not be increased or extended.
- e. The Peace Tower, Tablets, Cross and other monuments and shrines now in place shall be maintained and protected against defacing.
- f. The road system and trails to and from the top of the mountain shall be maintained in safe and usable condition.
- g. Public access to the mountain may be limited to such times and places as public health and safety may require.
- h. Except as herein otherwise provided, location of television receiving aerials and other unsightly objects on the mountain top, shall be prohibited.
- i. Three sites for the location of television receiving aerials shall be designated by the Grantee, one each at the north and south ends of the mountain, and one at the center. Such sites shall be 100 yards in diameter and shall be located with due regard for proper reception and for the least interference with scenic values and aesthetic considerations.

Such sites may be used only by occupants of properties lying in the shadow of the mountain. The center site shall be used only by occupants of properties fronting on Mira Monte Place. The southerly site shall be used only by properties fronting upon Rubidoux Boulevard, or any continuation thereof. The northerly site shall be used only by properties fronting on Loring Drive or upon Ninth Street, above its intersection with Loring Drive.

The Grantee may require that all lead-ins running to and from any given site, shall be consolidated and carried in a three foot strip.

Reference is made to said document for full particulars.

8. Reversionary or forfeiture clause set forth in instrument executed by Frank A. Miller Inc. Corporation to City of Riverside recorded July 1, 1955 in Book 1760, Page(s) 208 and re-recorded December 22, 1955 in Book 1837, Page(s) 112 of Official Records.

The effect of a Quitclaim Deed recorded December 18, 1970 as Instrument No. 127139 of Official Records.

Reference is made to said document for full particulars.

9. The effect of an unrecorded Record of Survey on file in Book 20 Page(s) 21, of Records of Survey, which purports to show the herein described property.
10. The effect of an unrecorded Record of Survey Map, dated 1955 filed in the Riverside County

Recorder's Office, Book & Page(s) not set out, which purports to show the herein described property.

11. Rights of parties in possession.

12. This Company will require that a full copy of any unrecorded leases together with all supplements and amendments or a certified rent roll be furnished to the Company, before issuing any policy of title insurance. Additional exceptions may be added to this report following the review of these requested materials.

13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.

14. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.

(End of Exceptions)

NOTES AND REQUIREMENTS

A. Basic Rate

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

WIRE INSTRUCTIONS

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.

Bank Name: **Union Bank**

Bank Address: **1980 Saturn Street, Monterey Park, CA**

ABA#: **122000496**

Account Name: **Stewart Title of California, Inc.**

Account Number: **0010426456**

REFERENCE OUR FILE NUMBER: **01180-24635**

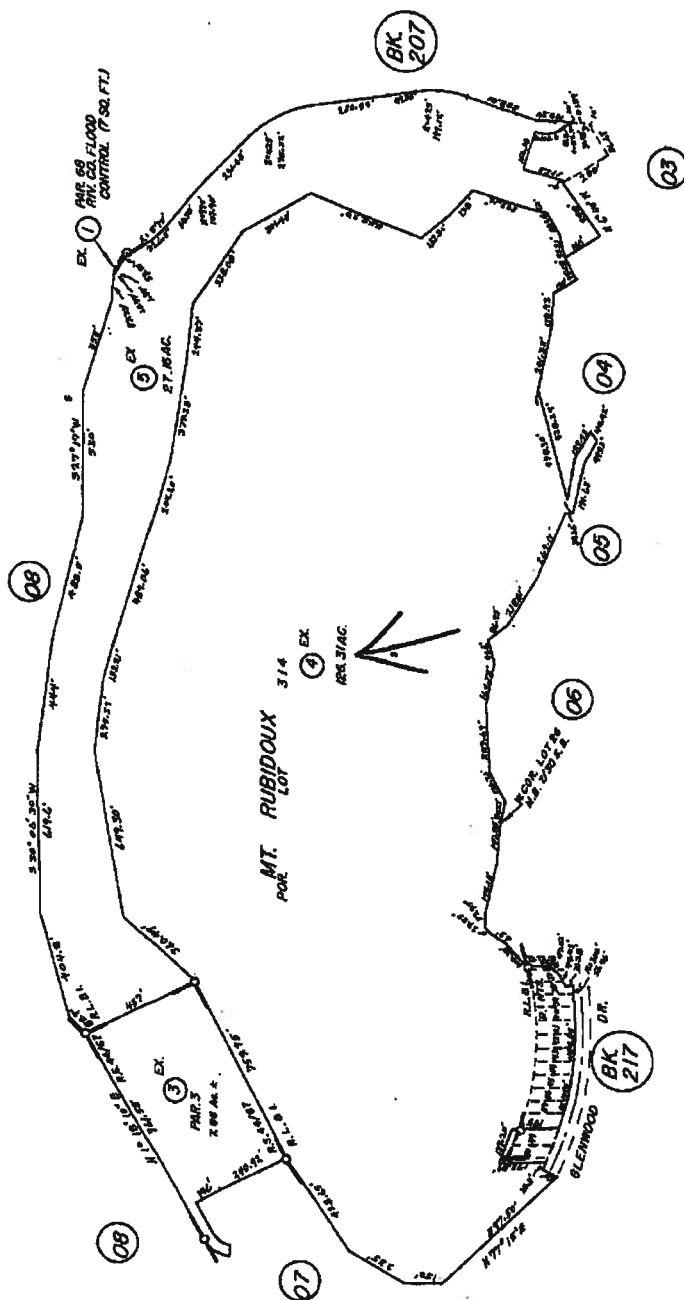
REFERENCE OUR BUYER/BORROWER NAME:

REFERENCE OUR SELLER NAME: **City Of Riverside**

187-02
1-18

T.R.A. 900

FOR CITY OF RIVERSIDE
(FOR RIV. LAND & IRRIGATION CO.)
T.2S. R.5W.

[illegible]

M.B. 7/30 S.B. Rubidoux Heights
M.B. 4/75 Corrected Map R.L. & I.
R.S. 44/67

JUN 1974

DATA: INST. NO. 20758 12/1/58
" " 44817 4/6/60
" " 45238 5/6/60
" " 43046 4/7/4
R.S. 20/31
R.S. 50/27
R.S. 50/17
RPM CO FLOOD CONTROL DIV. 1-116 SHEET 2
DMA 12/1/58

ASSESSOR'S MAP BK. 187 PG. 02
RIVERSIDE COUNTY, CALIF.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 01180-24635
Escrow No.: 01180-24635

The land referred to herein is situated in the State of California, County of Riverside, and described as follows:

Parcel 1:

Beginning at the westerly corner of Lot 26 of Mount Rubidoux Park Unit #4, as shown by map on file in Book 28 Page(s) 38, of Maps, of Official Records of Riverside County, California;
Thence south 35°43'30" west, 147.85 feet;
Thence south 44°23'30" west, 192.18 feet;
Thence south 31°03'30" west, 57.95 feet;
Thence south 11°06'30" east, 39.25 feet;
Thence south 28°25' east, 63.00 feet;
Thence south 11°09' east, 107.38 feet;
Thence south 57°57' east, 93.41 feet;
Thence south 19°02' east, 47.03 feet;
Thence south 03°22' west, 49.43 feet;
Thence 60°55' east, 30.28 feet;
Thence southwesterly on a curve concave to the Northwest having a radius of 350 feet, an arc distance of 51.46 feet through an angle of 08°25'25";
Thence southwesterly on a curve concave to the Northwest having a radius of 1050 feet, an arc distance of 484.85 feet through an angle of 26°27'25";
Thence north 61°28' west, 175 feet;
Thence south 51°47' west, 137.20 feet;
Thence south 61°28' east 172.89 feet;
Thence southwesterly on a curve concave to the Northwest having a radius of 1050 feet, through an angle of 01°18'57", an arc length of 24.11 feet. The initial radial line bears north 33°38'27" west;
Thence south 32°19'30" east, a distance of 60 feet;
Thence south 77°15' west, 697.50 feet;
Thence north 60°25' west, 150 feet;
Thence north 29°10' west, 236 feet;
Thence north 03°26' west, 428.65 feet;
Thence north 03°34' east, 759.95 feet;
Thence north 16°26'30" west, 360.49 feet;
Thence north 21°39'30" east, 649.30 feet;
Thence north 36°47'30" east, 275.39 feet;
Thence north 45°10' east, 132.21 feet;
Thence north 47°12'30" east, 489.06 feet;
Thence north 46°30'30" east, 244.20 feet;
Thence north 39°53'30" east, 377.28 feet;
Thence north 37°56'30" east, 244.37 feet;
Thence north 65°00' east, 338.08 feet;
Thence south 89°31' east, 301.40 feet;
Thence south 37°43' east, 448.27 feet;
Thence north 81°28' east, 132.81 feet;
Thence north 73°04'30" east, 138 feet;
Thence south 41°53'30" east, 223.16 feet;
Thence south 46°52'30" east, 67 feet;
Thence south 00°42' west, 88.20 feet;

Thence south 17°52'30" west, 92.21 feet;
Thence south 03°25' east, 95.08 feet;
Thence south 88°50' west, 100 feet;
Thence south 34°31'10" west, 138.93 feet;
Thence south 42°39'50" west, 241.32 feet;
Thence south 16°15' west, 478.30 feet;
Thence south 39°48' west, 5.48 feet;
Thence south 60°55' east, 20.36 feet;
Thence south 53°41' west, 269.11 feet;
Thence south 61°58' west, 218.81 feet;
Thence south 81°47' west, 86.45 feet;
Thence south 1°45' west, 91.60 feet;
Thence south 41°57' west, 164.75 feet;
Thence south 28°00' west, 257.69 feet;
Thence south 02°50' west, 130.20 feet;
Thence south 42°45' west, a distance of 801.52 feet, more or less to the Point of Beginning.

Parcel 2:

That certain roadway approaching Parcel 1, more particularly described as follows:

Beginning at the most westerly corner of Lot 12, as shown on a map of Mt. Rubidoux Park No. 4, on file in Map Book 28 Page 38, Records of Riverside County, California, described as follows:

Thence north 60°55' west, a distance of 20.36 feet;
Thence north 39°48' east, a distance of 5.48 feet;
Thence north 10°15' east, a distance of 50.06 feet;
Thence north 39°48' east, a distance of 151.21 feet;
Thence north 60°05'30" east, a distance of 127.53 feet;
Thence south 02°50'45" east, a distance of 44.92 feet;
Thence south 60°05'30" west, a distance of 99.93 feet;
Thence south 39°48' west, a distance of 191.63 feet to the Point of Beginning;

Excepting therefrom all minerals of every kind and nature, mineral deposits, oil, gas and other hydrocarbon substances, together with the right to extract and appropriate the same, as reserved by Frank A. Miller Inc., a corporation, by deed recorded July 1, 1955 in Book 1760, Page(s) 208 and re-recorded December 22, 1955 in Book 1837, Page(s) 112 of Official Records.

APN: 187-020-004

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: February 08, 2013

Escrow No.: 01180-24635

Property: Apn 187-020-004, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

Exhibit A (Revised 06-03-11)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. Improvements on the Land;
 - e. land division;
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">request insurance-related servicesprovide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Order No. 01180-24635

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

AUCTION PROCEDURES

AUCTION DATE AND LOCATION: April 11, 2013 at 10:00 a.m.
Platform Outside City Hall, 3900 Main Street, Riverside, California 92522

Property to be Auctioned: Mt. Rubidoux Cross, approximately 0.43 acres of land

Assessor's Parcel No.: 187-020-004 (a portion of) in Riverside County

Property Taxes: None. Seller is exempt from payment of property taxes. Buyer shall be responsible for payment of any property taxes.

Property Improvements: Cross, steps, look out, stone walls and plaques.

Zoning Designation: PF-cr (Public Facilities, Cultural Resources Overlay Zone); General Plan: P (Public Park)

Escrow Company: Stewart Title Company. Seller shall pay for all escrow and related fees including transfer fees, transfer taxes and recording costs. Seller has obtained a preliminary title report prepared by Stewart Title Company. Buyer to pay for title insurance, if desired.

Conveyance: Buyer and Seller will execute a Purchase and Sale Agreement prepared by Seller. Seller will provide a Quitclaim Deed with restrictions and reservation of easements for access to the property. Property will be sold "AS-IS" with no contingencies whatsoever.

Auction Registration: Interested parties MUST pre-register before 3:00 p.m. on April 10, 2013 (the day before the Auction) by completing a registration form and submitting it to the City Clerk's Office, City Hall, 3900 Main Street, Seventh Floor, Riverside, California 92522.

Deposit: A cashier's check or money order in the amount of \$10,000 will be required from each prospective bidder in order to bid at the Auction. The Deposit must be made payable to the City of Riverside and is due upon registration. Deposits will be refunded within 72 hours to unsuccessful registered bidders.

Minimum Bid: \$10,000. The initial bid amounts will be in increments of \$500. However, the Auctioneer will control the increments of bidding, depending upon the bid amounts received at the public Auction. On auction day, a cashier's check in at least the final amount of the winning bid shall be tendered upon award of a bid. If a cashier's check amount is higher than the final bid, a refund will be done through escrow. All cashier's checks should be made payable to the City of Riverside.

TERMS OF SALE: 30 day escrow, all cash at closing. If you are the successful bidder, your deposit will be applied toward the purchase price at close of escrow. **Property to be sold AS IS with NO contingencies.**

Good luck on your bidding!

Should you have questions about the property, please contact:

David Welch, SR/WA
Real Property Services Manager
City of Riverside, Community Development Department
3900 Main Street, 5th Floor, Riverside, CA 92522
951.826.5665 direct / 951.826.5744 fax
e-mail: dwelch@riversideca.gov



DRE Lic. 00961384

AUCTION REGISTRATION FORM

Date:
Ref: Mt. Rubidoux Cross
Parcel #: 187-020-004 (portion)

Deposit of \$10,000 in the form of a cashier's check or money order
All checks must be made payable to: City of Riverside
and submitted with your registration by 3:00 p.m., April 10, 2013

Company Name	
First Name	
Last Name	
Mailing address	
City, State, Zip	
Tel. (work) w/area code	
Tel. (home) w/area code	
Tel. (cell) w/area code	
Fax w/area code	
Email	
Driver's Lic. # or other Picture ID	
Cashier's check/money order info	

Injury and Damage: Auction attendee acknowledges and agrees that he/she is attending the real property auction preview or auction event at his/her own risk and assumes the risk of any injuries or damages that may occur. Neither Abamex nor Seller have made any warranties or representations to Auction Preview attendee. Auction attendee acknowledges and agrees that he/she shall be solely responsible for any and all damages, personal injuries, property damages or losses caused in the premises by auction attendee and/or his/her agents and employees. Auction attendee hereby holds Abamex and its agents and employees and Seller and its agents and employees free, clear and harmless from any and all damages, claims, losses, liabilities, actions and causes of action that concern, pertain or relate to Auction attendee's preview of the property. Auction preview attendee shall pay for all costs and expenses (including attorneys' fees) incurred by Abamex and/or Seller to enforce or interpret this Agreement and/or to defend any claims arising out of or related to this Agreement. Neither Abamex, Seller nor any of their agents and/or employees have consented to, approved, participated in, or ratified the preview of the auction property by attendee, and attendance at the preview of the auction property shall not constitute a waiver or relinquishment of any claims, remedies or rights of Abamex or Seller under California law.

Date _____ Registered Bidder's Signature _____

Date/Time _____ Accepted by _____
City Clerk's Office

PURCHASE AND SALE AGREEMENT

(Mt. Rubidoux Cross)

This Purchase and Sale Agreement ("Agreement") is entered into this ____ day of _____, 2013, ("Effective Date"), by and between the **CITY OF RIVERSIDE**, a California Charter city and municipal corporation ("Seller") and _____, ("Buyer"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

ARTICLE I AGREEMENT OF SALE

1.1 **Property.** Seller owns an approximately 0.43 acre site on Mt. Rubidoux ("Property"), which includes the cross, steps, look out, stone walls and plaques, more particularly depicted in Exhibit "A" attached hereto and incorporated herein by reference.

1.2 **Intention.** Buyer desires to purchase in fee the Property. Seller desires to sell and convey the Property to Buyer subject to a reservation of an access easement in perpetuity for the use and benefit of the general public.

ARTICLE II PURCHASE PRICE

2.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of _____ Dollars (\$_____) ("Purchase Price"). Buyer shall also pay to the order of Seller a deposit in the form of a cashier's check in the amount of Ten Thousand Dollars (\$10,000). The Purchase Price shall be payable by Buyer to Seller immediately following the public auction on April 11, 2013, at 10:00 a.m., and shall be in the form of a cashier's check.

ARTICLE III CLOSING

3.1 **Closing Date.** This transaction shall close thirty (30) days following the Effective Date ("Closing Date"). If this transaction is not in a condition to close by the Closing Date, then this transaction will close as soon as possible.

3.2 Closing Documents.

3.2.1 Seller shall deliver to Buyer each of the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

- (a) a quitclaim deed sufficient for recording, conveying the Property; and
- (b) all additional documents and instruments which may be reasonably necessary for the close of this transaction and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.2.2 Buyer, prior to Seller's performance in Section 3.2.1 shall deliver to Seller, each of the following items, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- (a) the Purchase Price, to be paid to Seller pursuant to Section 2.3 and other cash charges provided for in this Agreement;
- (b) all additional documents and instruments which may be reasonably necessary for the close of this transaction and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a municipal corporation, is not being assessed for any real property taxes or for any special assessments. However, upon transfer of title to Buyer, Buyer understands and acknowledges that real property taxes and special assessments will be assessed against the Property and Buyer will be responsible for the same. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property.

3.4 **Condition of Title.** Seller shall convey fee simple merchantable and insurable title of the Property to Buyer free and clear of all liens, restrictions, delinquent taxes and assessments and encumbrances. Buyer, should it so choose, can open a title order with a company of its choice for the issuance of a title policy for the Property.

3.5 **Costs.**

3.5.1 At the Closing Date, Seller shall be responsible for any expenses customarily charged to Seller in connection with similar transactions including its own attorney's fees. Seller shall also be responsible for: (i) all recording fees and any and all state, county, and local governmental transfer taxes, documentary or otherwise, and/or and (ii) any other expenses customarily charged to Buyer in connection with similar transactions.

3.6 **Brokerage Commissions.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of

this transaction, through any licensed real estate broker or person, who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party shall indemnify, defend, and hold the other party (Nonindemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Nonindemnifying Party in connection with such claim.

ARTICLE IV "AS-IS" PURCHASE

4.1 As-Is Information. Buyer acknowledges, agrees, represents, and warrants that: (a) any information supplied or made available by Seller, whether written or oral, or in the form of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use and occupancy of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) THE INFORMATION IS PROVIDED ON AN "AS-IS, WHERE-IS" BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION; and (c) no representations have been made by Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 As-Is Property. On the Closing Date, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, including without limitation the structural integrity of any improvements, the manner, construction, condition, state of repair or lack of repair of any improvements, the conformity of any improvements to any plans or specifications, including but not limited to, any plans and specifications that may have been or which may be provided to Buyer, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses

history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof.

4.3 Negligence or Failure to Investigate. Seller shall not be responsible for any negligent misrepresentation or failure to investigate the Property on the part of Seller, any real estate broker or agent, or any other agent, contractor or employee of Seller or any third party.

4.4 As-Is. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN "AS-IS, WHERE-IS" BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE WAIVED BY BUYER

4.5 Past Uses. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES AS PART OF ITS ACCEPTANCE OF THE PROPERTY ON AN "AS-IS, WHERE-IS" BASIS THAT BUYER IS AWARE OF ALL PRIOR USES OF THE PROPERTY THAT MAY LEAD TO CONTAMINATION OF THE PROPERTY. BUYER HAS OBTAINED AND READ ALL ENVIRONMENTAL ASSESSMENTS REGARDING THE PROPERTY WHICH A REASONABLY DILIGENT BUYER WOULD HAVE OBTAINED PRIOR TO THE PURCHASE THEREOF. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY CONTAMINATION THAT IS PRESENT ON THE PROPERTY DUE TO PRIOR AND/OR EXISTING USES OF THE PROPERTY.

4.6 Waivers. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND IT IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS

WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4.

Buyer's Initials

ARTICLE V REPRESENTATIONS, WARRANTIES AND INDEMNITIES

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Closing Date, as follows, all of which shall survive the Closing Date:

5.1.1 Seller is a municipal corporation and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

5.1.4 To Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed to Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Closing Date, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.2 Buyer's Representations and Warranties. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Closing Date, as follows, all of which shall survive the Closing Date:

5.2.1 Buyer has the full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Closing Date, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.3 No Warranties. Except for those representations and warranties expressly set forth in this Agreement, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated

herein, or regarding the zoning, construction, development, physical condition or other status of the Property.

ARTICLE VI DEFAULTS

6.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Closing Date.

6.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) days in the case of a non-monetary default, or five (5) days in the case of a monetary default.

6.3 **Remedies.** If Buyer is deemed to be in default hereunder, Seller shall be entitled termination of this Agreement.

6.4 **Waiver of Right to Specific Performance.** If Seller fails to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a default under this Agreement, then Buyer shall be entitled to the return of the deposit and all interest accrued on that deposit while in escrow, but Buyer shall not have the right to receive any equitable relief, including without limitation the right to record a lis pendens against the Property under applicable law or to pursue the specific performance of this Agreement.

ARTICLE VIII MISCELLANEOUS

7.1 **Exhibits.** All Exhibits annexed hereto are a part of this Agreement for all purposes.

7.2 **Assignability.** Buyer may, at any time prior to the Closing Date, assign all of its rights, title, and interest in and to this Agreement to any affiliate or any subsidiary. As used herein, an "affiliate" or "subsidiary" shall mean any entity which is controlled by or is under common control with Buyer.

7.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, heirs and permitted assigns.

7.5 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

7.6 Notices. All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

If to Seller: City of Riverside
3900 Main Street
Riverside California 92522
Attention: Community Development Department
Phone: (951) 826-5649
Fax: (951) 826-5744

If to Buyer:

Phone: ()

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

7.7 Governing Law and Venue. The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7.8 **Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.9 Amendments. This Agreement may be amended or supplemented only by written documents signed by the parties.

7.10 Severability. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

7.11 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing Date or after the Closing Date any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

7.12 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

7.13 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

7.14 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

7.15 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Seller:

Buyer:

THE CITY OF RIVERSIDE

By _____
City Manager

By _____

Attested To:

Buyer:

By _____
City Clerk

By _____

Approved as to Form:

Supervising Deputy City Attorney

EXHIBIT A
Mt Rubidoux

THAT CERTAIN REAL PROPERTY INTEREST IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 314 AS SHOWN ON MAP OF LOT 314 OF THE LANDS OF THE RIVERSIDE LAND AND IRRIGATING COMPANY ON FILE IN MAP BOOK 5, PAGE 142 THEREOF, RECORDS OF RIVERSIDE COUNTY CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF THIRTEENTH STREET AND REDWOOD AVENUE;

THENCE SOUTH 29°40'03" WEST, ALONG THE CENTERLINE OF REDWOOD AVENUE A DISTANCE OF 397.39 FEET TO THE CENTERLINE INTERSECTION OF FOURTEENTH STREET;

THENCE NORTH 47°41'16" WEST, A DISTANCE OF 1827.29 FEET TO A CHISELED "X" IN A STEEL RAIL SOUTHEAST OF A STONE WALL AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 50°05'54" WEST, A DISTANCE OF 133.19 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER NORTH OF A STONE WALL;

THENCE SOUTH 64°37'10" WEST, A DISTANCE OF 17.02 FEET TO A THE TOP OF A 2" IRON PIPE LYING HORIZONTAL IN THE NORTHWEST FACE OF A STONE WALL;

THENCE SOUTH 11°53'32" WEST, A DISTANCE OF 161.57 FEET TO A BOLT IN A DRILL HOLE IN A LARGE BOULDER;

THENCE SOUTH 36°49'59" EAST, A DISTANCE OF 80.02 FEET TO A CHISELED "X" IN THE TOP OF A LARGE BOULDER;

THENCE NORTH 35°32'30" EAST, A DISTANCE OF 176.99 FEET TO THE TRUE POINT OF BEGINNING.

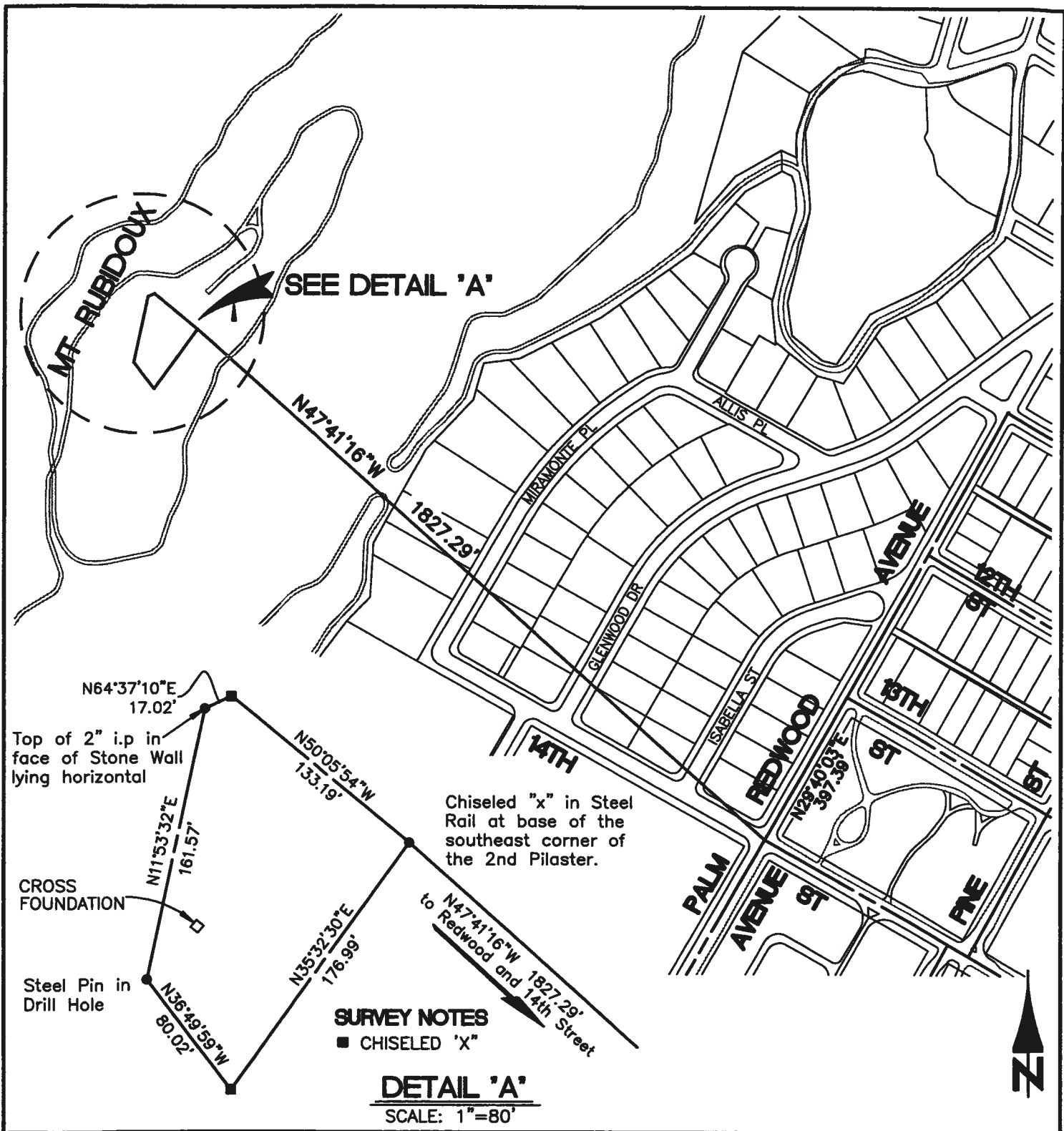
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS THOSE ROADWAYS AS CURRENTLY CONSTRUCTED LYING WITHIN THOSE CERTAIN PARCELS OF LAND DESCRIBED AS PARCEL ONE AND PARCEL A AS CONVEYED TO THE CITY OF RIVERSIDE AND RECORDED IN BOOK 1837 PAGE 112, OFFICIAL RECORDS OF RIVERSIDE COUNTY; EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED IN A QUITCLAIM DOCUMENT RECORDED JUNE 29, 1954 AS INSTRUMENT 31420 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. VEHICULAR INGRESS AND EGRESS SHALL BE COORDINATED WITH THE PARKS,

RECREATION AND COMMUNITY SERVICES DEPARTMENT OF THE CITY OF
RIVERSIDE.

This description was prepared by me or under my direction in
conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 2/12/13 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date





THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

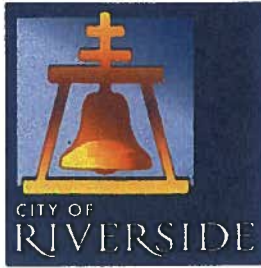
SHEET 1 OF 1

NOT TO SCALE

DRAWN BY: CS

DATE: 3/11/2013

SUBJECT: MT RUBIDOUX



NOTICE INVITING BIDS FOR SALE OF MOUNT RUBIDOUX CROSS PROPERTY

City of Arts & Innovation

NOTICE IS HEREBY GIVEN that a public Auction will be conducted on April 11, 2013, at 10 a.m., at the platform located outside City Hall, 3900 Main Street, Riverside, California 92522, for purchase of approximately .43-acres of the Mount Rubidoux cross property.

The City is selling an approximately .43-acre site on Mount Rubidoux ("Property"), which includes the cross, steps, look out, stone walls and plaques, to the highest bidder. The City Council set the minimum bid at ten thousand dollars (\$10,000). The purchase of the Property shall be subject to the restrictions and covenants contained in the Quitclaim Deed approved by the City Council on January 22, 2013.

The bid packet for the sale of the Property may be requested from the City Clerk's Office, 3900 Main Street, 7th Floor, Riverside, California 92522, beginning on February 13, 2013, and will also be available on the City website at <http://www.riversideca.gov/>.


A site visit will be conducted on March 13, 2013, at 9 a.m. All persons desiring to visit the site shall meet at the steps below the cross. While not mandatory, it is strongly suggested that all persons interested in the site visit register so in case of inclement weather, they can be notified. Please register by March 11, 2013, by contacting Sheryn Smay, Real Property Services, at (951) 826-5343 or ssmay@riversideca.gov. You do not need to attend the site visit to bid at the Auction.

Interested bidders shall submit to the City Clerk a cashier's check or money order made payable to the City of Riverside for a deposit of ten thousand dollars (\$10,000) to bid on the Mount Rubidoux cross property no later than 3 p.m. on April 10, 2013, the day prior to the scheduled Auction; no postmarks accepted. Only those bidders who have made the \$10,000 deposit may bid at the Auction.

The highest bidder shall execute a Purchase and Sale Agreement with the City and all other necessary documents to effectuate transfer of the property.

Contact David Welch, Real Property Services Manager, at (951) 826-5665 with any questions concerning this sale.

Dated: February 12, 2013


COLLEEN J. NICOL, MMC
City Clerk of the City of Riverside

Published: February 15, 22, and March 1, 2013
Posted at City Hall February 12, 2013